

**CONTRACT FOR  
ASPHALT PATCHING, LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS  
PROJECT # ITB 2016-002 LMIG-02-(187)LUMP**

This agreement is made and entered into between the governing authorities of Lumpkin County, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

**A. Summary of Work and Payment:**

1. Contractor shall perform patching, leveling and resurfacing with asphalt concrete on the county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2013 State of Georgia Standard Specifications and by the Special Provisions contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.
3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.
4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.
5. Contractor shall be paid for work performed under this Contract on a unit price

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|------|--|-------------|
| 0005 | 150-3110 TRAFFIC CONTROL FOR LMIG -02  | LUMP<br>SUM |
| 0010 | 402-1812 RECYCLED ASPH CONC LEVELING<br>INCLUDING BITUM MATL AND H LIME                          | 362/TON     |
| 0015 | 402-3130 RECYCLED ASPH CONC 12.5 MM<br>SUPER PAVE GP 2 ONLY INCL BITUM MATL<br>AND H LIME        | 6900/TON    |
| 0020 | 402 RECYCLED ASPH CONC 19.5 MM<br>PATCHING IN 19.5 MM PATCHING INCL BITUM<br>MATERIAL AND H LIME | 500/TON     |

|      |                                    |             |
|------|------------------------------------|-------------|
| 0025 | 413-1000 BITUM TACK COAT           | 5084/GALLON |
| 0030 | 652 SOLID TRAFFIC STRIPE 5" WHITE  | 11/LM       |
| 0035 | 652 SOLID TRAFFIC STRIPE 5" YELLOW | 11/LM       |
| 0040 | 652 SKIP TRAFFIC STRIPE 5" WHITE   | 0.5/GLM     |
| 0045 | 652 SKIP TRAFFIC STRIPE 5" YELLOW  | 0.5/GLM     |

Payment shall be made according to the terms contained in the Invitation to Bid.

**B. Bonds:**

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

**C. Liability:**

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in anyway whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

**D. Insurance:**

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

**E. Assignment of Contractual Rights and Subcontracting:**

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

**F. Indemnity:**

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

**G. Documents Deemed Part of Contract:**

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued January 20, 2016, and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

**H. Severability:**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

**I. Dispute Resolution:**

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

**J. Cancellation:**

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

**K. Safe Working Environment and Drug Free Workplace**

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. If Contractor hires a Subcontractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**L. Amendments or Modifications:**

All contract amendments or modifications must be in writing and signed by all parties.

**M. Notices:**

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received.

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service, fax transmission, or,
2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

COLDITZ TRUCKING, INC.  
191 BILL DONALDSON CIRCLE  
BLAIRSVILLE, GA. 30512

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners  
Attn: Stan Kelly, County Manager  
99 Courthouse Hill, Suite H  
Dahlonega, GA 30533

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Lumpkin County:**

**Contractor:**

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Kathleen Walker Lumpkin  
County Clerk